

ARTICLE 7

UNION BUSINESS

SECTION 1. TIME OFF FOR UNION BUSINESS.

To the extent that attendance for Union business does not interfere with the Employer's operation, properly designated Union Representatives, regardless of shift assignment, shall be released and allowed time off without pay for legitimate Union business. Approval for such time off shall not be unreasonably denied.

Employees who have been granted time off without pay shall not earn annual, sick, or length of service credits during the time spent in authorized Union business. Such time off shall not be detrimental in any way to the employee's record. The parties agree to minimize time lost from work.

A properly designated Union Representative shall notify and receive approval from his/her supervisor on each occasion before engaging in Union business authorized by this Agreement. Such notice shall be furnished at least two (2) weekdays in advance of the date that work schedules must be established in accordance with Article 15, Section 4, of this Agreement, except as mutually agreed to locally on a case by case basis.

In addition to the notice from the employee required above, the Union President or his/her designee shall also provide, at least two (2) weekdays in advance of the date that work schedules must be established in accordance with Article 15, Section 4, of this Agreement, written notice containing the name(s) and Department/Agency affiliation of employees designated by the Union to attend such functions. In emergency situations, the Employer may authorize a variance from this procedural requirement.

No employee shall be entitled to be released and the Employer is under no obligation to permit repurchase of annual leave, pursuant to these provisions, unless designated by the Union President or his/her designee.

SECTION 2. ANNUAL LEAVE BUY BACK.

An employee may utilize any accumulated time (holiday, compensatory, annual) in lieu of taking such time off without pay, as provided for in Section 1 of this Article. When the employee elects to utilize annual leave credits, the Union may "buy back" such credits with the following restrictions:

- A. An employee shall be permitted annual leave absence from work for such Union business up to a maximum of accrued credits.

- B. The Union may reinstate such expended credits used in the previous twelve (12) months by cash payment to the department personal services account at the employee's current daily rate. The Union shall furnish to the Department the net amount of refund (gross salary less employee's Federal, State, and city withholding tax deductions and social security tax). This provision shall be administered in compliance with applicable tax statutes.
- C. The Union shall be allowed to exercise the option of reinstating such credits for any one employee no more than six (6) times each fiscal year. Each request to reinstate credits shall be made not more than four (4) pay periods after the pay period in which such credits are used, and each request shall include all such credits used since the date of the most recent request.

SECTION 3. ADMINISTRATIVE LEAVE.

Subject to the operational needs of the Employer and in accordance with the provisions below, employees in this Bargaining Unit shall be released and permitted time off without loss of pay or benefits during scheduled working hours for Union business, subject to the following conditions:

- A. The administrative leave provided in this Section shall be the only administrative leave for Union business that may be utilized by any employee in this Bargaining Unit.
- B. An Administrative Leave Bank is established based on three hundred (300) hours of administrative leave for each one thousand (1,000) employees or proportion thereof in the Bargaining Unit. Such bank shall be computed on the basis of the number of employees in the Bargaining Unit who are on active payroll status at the end of the first pay period in January of each calendar year. The bank shall be allocated to departments having employees in this Bargaining Unit as specified annually by the Union to the Office of State Employer. The Union may amend the allocation to departments of their choice up to four (4) times during the calendar year and additional times upon request during years of primary negotiations.

Such administrative leave which is not used may be carried forward to other years to cover absences from regularly scheduled work activities authorized by this Section.

The Employer shall furnish the Union with the names of the employees in the Bargaining Unit counted for purposes of establishing and computing such Administrative Leave Bank.

Such administrative leave shall be granted only in one-half ($\frac{1}{2}$) hour increments or more.

Approval for such time off shall not be unreasonably denied.

Such administrative leave shall not be treated as hours worked for the purposes of computing daily overtime premium.

It is agreed that the Administrative Leave Bank provided herein replaces the Administrative Leave Bank granted in the Civil Service Commission Rules and Regulations.

The Departmental/Agency Employer shall provide the Union with an annual report on the number of hours utilized from the bank during the preceding calendar year.

No deduction shall be made, nor shall any employee be entitled to be released on such administrative leave, without prior written authorization from the Union President or his/her designee.

- C. An Administrative Leave Bank shall be established based on seven (7) hours of administrative leave for every ten (10) employees in this Bargaining Unit at the end of the first pay period in January of each calendar year. The Employer agrees to furnish the Union with the names of employees in this unit that were counted in establishing this bank. The hours in this bank may only be used within the calendar year in which they are granted and shall not be carried forward from one year to another. This bank shall be renewed annually on a calendar year basis.

This bank shall be for use by a Union official to provide for contract administration activities. The Union shall notify the Employer in writing of the name and department of such official who is entitled to use this bank. In the event that the named Union Representative's absence from the work place would create serious operational problems for the Employer, the parties shall meet in an attempt to resolve the problems. Such resolution may include the designation of an alternative representative by the Union.

Provisions for notice of use of hours from this bank shall be mutually agreed to by the parties.

Time from this bank is intended to be used to resolve problems and to further a mature labor-management relationship. It is not intended to be used by the Union official for representation activities in work areas. If the time is used to meet with employees, such employees shall not be on work time.

For the purpose of seniority accrual, time spent by such employee shall be considered as time worked unless prohibited by applicable legislation. Nothing in this Subsection is intended to limit the time spent in bilateral activities pursuant to Article 8.

- D. The Union will furnish to the State Employer in writing the name and department of any employee in this Bargaining Unit who is a duly elected member of the State of Michigan AFL-CIO Executive Council and/or serving on the State of Michigan AFL-CIO Standing Committee on Unemployment Compensation, as appointed by the President of the State of Michigan AFL-CIO, within five (5) days after such election or appointment (or if already elected or serving, within five [5] days after the effective date of this contract). Notification of any change in membership of the AFL-CIO Executive Council and/or the Standing Committee on Unemployment Insurance shall also be in writing to the State Employer within five (5) days after such change.

A duly elected member of such AFL-CIO Executive Council or appointed member of such Standing Committee on Unemployment Insurance (not to exceed one [1] in this Bargaining Unit), of whose election or appointment the State Employer has been properly notified, shall be granted time off without loss of pay to enable such member to properly fulfill the duties of that office.

- E. A duly elected member of the Local 31-M Executive Board (not to exceed one [1] in this Bargaining Unit) shall be granted time off without loss of pay to prepare for and attend meetings of the Executive Board. Such time shall not exceed two (2) days per Executive Board Meeting or twelve (12) days per year. Provisions for notice to the Employer of such member's intent to prepare for and attend Executive Board Meetings shall be mutually agreed to by the parties.